

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>		1. SOLICITATION NUMBER F65503-01-RA006	2. TYPE OF SOLICITATION <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)	3. DATE ISSUED 18 Jun 01	PAGE OF PAGES 1 of 57
IMPORTANT – The “offer” section on the reverse must be fully completed by the offeror.					
4. CONTRACT NUMBER		5. REQUISITION/PURCHASE REQUEST NUMBER FQ500402150100		6. PROJECT NUMBER WILL BE IDENTIFIED IN EACH TASK ORDER	
7. ISSUED BY 354TH CONTRACTING SQUADRON/LGCA 3112 BROADWAY AVE UNIT 5B EIELSON AFB, AK 99702-1887		CODE		8. ADDRESS OFFER TO SAME AS BLOCK 7 NAICS Code: 233310 SIZE STD: \$27,500,000	
9. FOR INFORMATION CALL		A. NAME SSgt THERESA DAVIS		B. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS) (907) 377-2766	

SOLICITATION

NOTE: In sealed bid solicitations “offer and “offeror” mean “bid” and “bidder”.

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying number, date):

1. SEE SCHEDULE
2. ENTER PRICES IN BID SCHEDULE SECTION B, PAGE 3-22 OF 57
3. OFFERORS ARE CAUTIONED TO COMPLETELY FILL OUT AND RETURN SECTION K OF THIS RFP
4. USE A TYPEWRITER OR BLACK INK
5. ALL CONTRACTORS MUST BE REGISTERED WITH THE CENTRALIZED CONTRACTOR REGISTRATION (CCR) IN ORDER TO RECEIVE AN AWARD. DOD CONTRACTORS CAN REGISTER THEMSELVES VIA INTERNET AT: <http://www.ccr2000.com/>.
- 5A. THE INFORMATION FOUND AT THE ABOVE SITE CAN BE OBTAINED BY CALLING 1-800-334-3414
6. THIS ACQUISITION IS NON-RESTRICTIVE FULL AND OPEN COMPETITIVE
7. DEADLINE FOR SUBMITTING QUESTIONS CONCERNING THIS RFP IS 9 JUL 01. QUESTIONS MUST BE SUBMITTED BY FAX TO 907-377-2547 OR E-MAIL TO theresa.davis@eielson.af.mil
8. QUESTIONNAIRES PER SECTION L-901 SHOULD BE FAXED TO (907) 377-2547 PRIOR TO THE RFP DUE DATE
9. SITE VISITS 2 JUL 01 WILL START AT 10:00 AM, MEET AT BLDG 3112 ROOM M9
10. EACH LINE ITEM SHALL BE INDIVIDUALLY EXECUTABLE.
11. THE STATUTORY COST LIMITATION IS \$5,000,000.00 FOR ANY TASK ORDERS WRITTEN UNDER THIS CONTRACT (SEE L-265).
12. THE CONTRACTORS BID SCHEDULE IS IN EXCEL FORMAT. ALL CONTRACTORS MUST PROVIDE THEIR PROPOSAL IN PAPER COPY, AND ELECTRONIC COPY BY 3 ½ FLOPPY OR CD ROM TO BE INCLUDED WITH THE PROPOSAL.

11. The Contractor shall begin performance within _____ * _____ calendar days and complete it within _____ * _____ calendar days after receiving <input checked="" type="checkbox"/> award, <input type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See _____ *F-503 and I-100 _____.)	
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE PAYMENT BONDS? (If “YES”, indicate within how many calendar days after award in item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 10
13. ADDITIONAL SOLICITATION REQUIREMENTS:	
A. Sealed offers in original and <u>1</u> copies to perform the work required are due at the place specified in Item 8 by <u>4:00 PM</u> (hour) Local time <u>16 JUL 01</u> (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes Containing offers shall be marked to show the offeror’s name and address, the solicitation number, and the date and time offers are due.	
B. An offer guarantee (X) is required () is not required.	
C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.	
D. Offers providing less than <u>60</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.	

OFFER (Must be fully complied by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)	15. TELEPHONE NUMBER (Include area code) VOICE _____ FAX _____
Cage Code: _____ DUNS Number _____ CODE _____ FACILITY CODE _____	16. REMITTANCE ADDRESS (Include only if different than Item 14)

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer Accepted by the Government in writing within _____ Calendar days after the date offers are due. (Insert an number equal or greater than the Minimum requirement stated in 13D. Failure to insert any number means the offer accepts the minimum in Item 13D.)

AMOUNTS **SEE SCHEDULE "B"**

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGEMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation – give number and date of each)

AMENDMENT NO.	DATE	1	2	3	4	5	6	7	8	9

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20B. SIGNATURE	20C. OFFER DATE
--	----------------	-----------------

AWARD (To be completed by Government)

21. ITEMS ACCEPTED

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
------------	---------------------------------------

24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM Block 26	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c)(5) <input type="checkbox"/> 41 U.S.C. 253(c) ()
---	-------------------------	---

26 ADMINISTERED BY CODE 354TH CONTRACTING SQUADRON/LGCA 3112 BROADWAY AVE UNIT 5B EIELSON AFB, AK 99702-1887	27. PAYMENT WILL BE MADE BY DFAS-PC/FFVF 477 ESSEX STREET FORD ISLAND PEARL HARBOR, HI 96860-5806
---	--

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to the issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD. (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
---	--

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31A. NAME OF CONTRACTING OFFICER (Type or print)
30B. SIGNATURE	31B. UNITED STATES OF AMERICA
30C. DATE	31C. AWARD DATE
BY	

PART I – THE SCHEDULE
SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

B-1. CLAUSES AND PROVISIONS

- (a) Clauses and provisions from the Federal Acquisition Regulation (FAR) and supplements thereto are incorporated in this document by reference and in full text. Those incorporated by reference have the same force and effect as if they were given in full text.
- (b) Clauses and provisions in this document will be numbered in sequence, but will not necessarily appear in consecutive order.
- (c) **Sections K, L and M will be physically removed from any resultant award, but will be deemed to be incorporated, by reference, in that award.**

PART I – THE SCHEDULE
SECTION C
DESCRIPTION AND SPECIFICATIONS

C-1. SPECIFICATIONS, STANDARDS AND DRAWINGS
(IAW FAR 10.008)

Project specifications, standards or drawings are set forth in Part III, Section J, list of Documents, Exhibits, and other Attachments.

PART I - THE SCHEDULE
SECTION E
INSPECTION AND ACCEPTANCE

E-18	52.246-12	<u>INSPECTION OF CONSTRUCTION</u> (IAW FAR 46.312)	AUG 1996
E-34		<u>INSPECTION AND ACCEPTANCE</u> (IAW FAR 46.401 (b) and 46.503)	

Inspection and acceptance shall be designated at destinations specified in each task order.

PART I - THE SCHEDULE
SECTION F
DELIVERIES OR PERFORMANCE

Performance period under this contract shall be as follows:

Basic contract, from 1 Sep 2001 to 31 Aug 2002
Option Year One, from 1 Sep 2002 to 31 Aug 2003
Option Year Two, from 1 Sep 2003 to 31 Aug 2004
Option Year Three, from 1 Sep 2004 to 31 Aug 2005
Option Year Four, from 1 Sep 2005 to 31 Aug 2006

F-20 52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION
(IAW FAR 11.504(b))

SEP 2000

- (a) If the Contractor fails to complete the work within the time specified during the Basic year in each Task order (over \$100,000), the Contractor shall pay liquidated damages to the Government in the amount of \$135.50 for each calendar day of delay until the work is completed or accepted. Liquidated damages will be recalculated at the beginning of each option year. The liquidated damages rate will be applied to each task order separately.
- (b) If the Government terminates the Contractor right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

F-22 52.211-13 TIME EXTENSIONS
(IAW FAR 11.503(c))

SEP 2000

F-23 PERFORMANCE PERIOD

Work under this contract shall be completed as specified by each Task Order. Each Task Order issued against this contract shall have a separate "Performance Period" which may run concurrently with other Task Orders' performance periods. Performance period shall be determined during clarifications or shall be as follows if not otherwise specified:

Dollar Value of Delivery Order	Performance Period
<\$15,000	15 Calendar Days
\$15,000 - \$49,999	20 Calendar Days
\$50,000 - \$99,999	30 Calendar Days
\$100,000 - \$299,999	45 Calendar Days
\$300,000 - \$499,999	60 Calendar Days
\$500,000 - \$999,999	75 Calendar Days
\$1,000,000 - \$1,999,999	90 Calendar Days

F-503 NOTICE TO PROCEED
(IAW FAR 11.404(b))

The contractor shall begin construction within 10 Calendar Days of NTP and complete all work, including clean up, within the above times: The performance period for the various work items will be determined as outlined in the SOW and as negotiated for each T.O.

PART I - THE SCHEDULE
SECTION G
CONTRACT ADMINISTRATION DATA

G-1 ACCOUNTING AND APPROPRIATION DATA

The Accounting and Appropriation Data will be identified on each Task Order.

G-2 CONTRACT ADMINISTRATION

- a. Following award, this contract will be administered by the 354th Contracting Squadron. The name, address, telephone number, and fax number of the Contracting Officer are:

354CONS/LGCA Phone: (907) 377-2766
3112 Broadway Ave Unit 5B Fax: (907) 377-2547
Eielson AFB, AK 99702
theresa.davis@eielson.af.mil

b. The Contracting Officer is the only person authorized to approve changes or modify any of the requirements under this contract and notwithstanding any provisions contained elsewhere in this contract, the authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred as a result thereof.

c. Contractual problems, of any nature, which might occur during the life of the contract must be handled in accordance with very specific public laws and regulations (e.g. Federal Acquisition Regulation), and must be referred to the Contracting Officer for resolution. Only the Contracting Officer is authorized to formally resolve such problems. Therefore, the Contractor is directed to submit all such contractual problems to the immediate attention of the Contracting Officer.

d. Any request for contract changes/modifications shall be submitted to the Contracting Officer.

e. All correspondence concerning this contract, such as requests for information, explanation of terms, and contract interpretations, shall be submitted to the Contracting Officer.

G-310. 5352.232-9000 REMITTANCE ADDRESS
(IAW AFFARS 5332.908)

MAY 1996

If the remittance address is different from the mailing address, enter the remittance address in block 16 on the SF 1442. Failure to provide this information may impact payment.

G-500. CONTRACTING OFFICER'S REPRESENTATIVE (COR)
(IAW DFARS 201.602-70)

The Contracting Officer will provide to the Contractor the COR/Contract Administrator at the time of award or at the pre-construction conference. (See Section I, Clause No. IA-10)

G-501. DESIGNATION OF TECHNICAL REPRESENTATIVE

The Base Civil Engineer, or his authorized representative, is designated as the Contracting Officer's Representative (COR) for the purpose of technical surveillance of workmanship and inspection of materials for work being performed under this contract. This clause in no way authorizes anyone other than the Contracting Officer to commit the Government to changes in terms of the contract.

G-502 INVOICES AND PAYMENTS

a. All invoices submitted by the Contractor under this contract shall be the original. Invoices shall cite the date, contract number, task order number, project title and number, and invoiced amount. The invoices shall be submitted to the address in block 7 of the SF 1442. A sample format for invoices will be provided to the Contractor at the pre-performance conference.

b. A properly executed Certificate for Payment must accompany each invoice. The format for this certificate will be provided to the Contractor at the pre-performance conference.

c. The Government will pay all invoices per the provisions of the Prompt Payment Act For Construction Contracts (Reference FAR 52.232-27), withholding only amounts questioned by the Government or arising from claims or held as retainage.

d. The remittance address must be the same address shown on the original contract document, unless otherwise noted on the contract.

e. Upon completion of the work and prior to final payment, the Contractor shall be required to furnish to the Contracting Officer a Release of Claims as specified by FAR 52.232-5, Payments under Fixed-Price Construction Contracts.

G-503 ORDERING PROCEDURES

All Task Orders placed against this contract will be issued by the contract administration office listed in paragraph G-2 above. Once a project has been identified by Civil Engineering, a proposal will be requested from the contractor and a site visit scheduled. The contractor

will have a maximum of 14 days to provide a proposal, including drawings, estimates and any other documentation necessary to evaluate the proposal. Upon review by the Government, negotiations may occur, or the Government may accept the proposal without negotiations. After negotiations are complete, or the proposal has been accepted, a Task Order will be issued to the contractor.

PART I - THE SCHEDULE
SECTION H
SPECIAL CONTRACT REQUIREMENTS

H-100. PAYMENT AND PERFORMANCE BONDS

(IAW FAR 28.102-3(a))

In accordance with clause I-348H, FAR 52.228-15, the contractor will be required to provide the performance and payment bonds (for the minimum requirements of the contract) to the Contracting Officer within 10 days after award. Adequate bonding will be required for each individual task order.

H-109. REQUIRED INSURANCE

(IAW FAR 28.306(b))

a) *Workers' compensation and employer's liability.* Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least **\$100,000** shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers. (See 28.305(c) for treatment of contracts subject to the Defense Base Act.)

(b) *General liability.*

(1) The Contracting Officer shall require bodily injury liability insurance coverage written on the comprehensive form of policy of at least **\$500,000** per occurrence.

(2) Property damage liability insurance shall be required only in special circumstances as determined by the agency.

(c) *Automobile liability.* The Contracting Officer shall require automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least **\$200,000** per person and **\$500,000** per occurrence for bodily injury and **\$20,000** per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

H-500. AFFIRMATIVE ACTION REQUIREMENT

(IAW FAR 22.810(e))

Note the Affirmative Action requirement of the Equal Opportunity Clause which may apply to the contract resulting from this solicitation. (See Section I, Clause No. I-264.)

H-501. STATE REQUIREMENTS

Offerors are cautioned to note the following State Requirement concerning motor vehicles: Within 15 days of becoming employed in the State of Alaska, an out of state vehicle must be registered in Alaska and bear Alaska license plates.

H-502. FIRE SAFETY REQUIREMENTS

The Contractor shall obtain a permit from the Base Fire Department prior to conducting any welding or soldering or whenever the use of open flame is necessary during the construction phase. The Contractor and his employees will be required to adhere to any AFOSHA and OSHA requirements.

H-505. SEATBELTS

In accordance with Eielson AFB (EAFB) instruction FWI 31-2041, the wearing of seatbelts by operators and passengers of all privately owned and Government vehicles, excluding motorcycles, is mandatory whenever the vehicle is in motion on EAFB. The failure by any occupant of a vehicle to comply with this requirement will result in denial of entrance to the station. Violation of this requirement by any occupant of a vehicle traveling on EAFB will result in the driver of the vehicle losing his/her driving privileges on EAFB as follows : First offense: a warning which will apply to the whole company; Second offense: 30 days suspension; Third offense: 90 days suspension. In accordance with Alaska Statute 28.05.011 (13 AAC 04.270), certain older vehicles may be legally operated despite the unavailability of seatbelts in the vehicle. State law and the U.S. Department of Transportation require, however, that every passenger car manufactured after 1 January 1965 must be equipped with lap seat belts for use by the driver and one other front seat position. Drivers operating vehicles manufactured after the dates described above and which have had the lap or shoulder belts removed or otherwise rendered inoperable are not exempt from the base seatbelt requirement.

H-506. WINTER EXCLUSION PERIOD

No work will be required, unless otherwise approved by the Contracting Officer, during the period from 1 Oct through 30 April inclusive. If the contractor chooses to work during this period, those days *WILL* be deducted from the performance period (Note: the inclusion of a winter exclusion will be negotiated for each T.O.).

H-508. WORK SCHEDULE

Working hours for the Contractor will be between the hours of 7:30am through 4:30pm at Eielson AFB excluding Saturdays, Sundays, and Federal holidays. The following federal holidays are observed at Eielson AFB:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

If the Contractor desires to work during periods other than the above, additional Government inspection forces may be required. The Contractor must request permission to work outside the normal work schedule no later than three days in advance of his intention to work during other periods to allow assignment of additional inspection forces when the Contracting Officer determines that they are reasonably available. If such force is reasonably available, the Contracting Officer may authorize the Contractor to perform work during periods other than normal duty hours/days; however, if inspectors are required to perform in excess of their normal duty days solely for the benefit of the Contractor, the actual cost of inspection at overtime rates may be charged to the Contractor. These adjustments to the contract price may be made periodically as directed by the Contracting Officer.

H-509. REQUIRED DATE FOR MATERIAL SUBMITTAL/SHOP DRAWINGS

a. Material submittals as required by Section I, Clause No. I-448 entitled "Material and Workmanship", and shop drawings as required by Section I, Clause No. I-466 entitled "Specifications and Drawings for Construction", are listed on "Schedule of Material Submittals," Attachment #JA12.

b. Contractor shall submit shop drawings and material submittals in accordance with the contract or as otherwise directed by the Contracting Officer.

c. All shop drawings and material submittals shall be prepared and submitted in accordance with Clause No. H-510 entitled "Material Approval Submittal Form".

d. In the event the Contractor cannot meet the established dates for submission of material submittals or shop drawings, he will advise the Contracting Officer verbally and in writing and arrange a mutually acceptable date that will not delay progress of the work.

H-510. MATERIAL APPROVAL SUBMITTAL FORM (AF FORM 3000)
(IAW AFFARS 5336.290)

Within 10 calendar days after Notice To Proceed or as otherwise established by the Contracting Officer, all material and articles requiring approval shall be submitted by the Contractor using an AF Form 3000. The Contractor will maintain a space for a sample display area in their facility management site. Will install, catalog and maintain all submittals, as approved, to avoid repetitive duplication in subsequent task orders. Contractor is responsible for identifying and locating required materials for submittals to include matching any existing materials. Once a submittal is approved, future submittals for the same type item can be referenced by the use of a numbering system which the Contractor develops and the Government approves.

H-511. CONTRACT PROGRESS SCHEDULES AND REPORTS FOR CONSTRUCTION CONTRACTS (OMB APPROVAL NO.: 21-R0129)
(IAW AFFARS 5336.291)

a. AF Form 3064, Contract Progress Schedule, shall be used to satisfy the requirements of the Schedules for Construction Contracts clause (FAR 52.236-15). Use of the form is optional in connection with requirements contracts except that it shall be used to support each task order which establishes a continuous performance period of 60 days or more. Additional copies of the form may be used to provide for a performance period in excess of the time frame available on the form. Upon submission of the initial AF Form 3064, the Contracting Officer and Civil Engineer shall carefully evaluate the percentage of the total job assigned to each work element. Particular attention shall be devoted to those elements to be performed in the early stages of the effort to preclude overstatement that would result in an imbalance in payments and exceed the value of work performed. Work elements shall be limited to those tasks which will indicate the progress of the work and which may be readily identified and measured by personnel monitoring the contractor's progress. Normally the percentage factors of each work element should be related to the total value of the each task order. This may vary, however, depending on the percentage factor the Contracting Officer chooses to assign for materials stored on-site. Consideration for materials stored on-site should be limited to major high cost items. It is not the policy of the Air Force to pay the contractor for miscellaneous low dollar value items prior to installation. Payment of materials stored off-site is generally discouraged, and is prohibited unless sound procedures are established for their accountability and control. Payments for materials in advance of installation will be substantiated with paid invoices.

b. AF Form 3065, Contract Progress Report, shall be used to satisfy the requirement of periodic progress reporting by one of the following methods, at the discretion of the Contracting Officer:

1. Separate reports covering the same period will be prepared by the contractors and by the Civil Engineer or their designees.

2. The contractor shall prepare the report and route it through Civil Engineering. The Civil Engineer or their designees shall review the report and make necessary comments and forward it to the base contracting office for action.

3. Appropriate action shall be taken to resolve any significant variances of five percent or more in the percent of progress reported by the contractor and the Civil Engineer.

c. Appropriate revisions shall be made to the existing AF Form 3064, or a revised form obtained, whenever a task order modification causes a change in the original progress schedule. A revised AF Form 3064 shall be obtained whenever the performance period is extended for 60 days or more. Upon completion of the work under each task order, the actual completion date shall be entered on the AF Form 3064 and the form, together with all supporting copies of AF Form 3065, shall be filed as permanent records.

d. Work elements entered in column B of the AF Form 3064 shall be limited to those tasks which will indicate the progress of the work under the contract, and which may be readily identified and measured by personnel monitoring the contractor's progress. Such elements as preparatory work, supervision, administration, mobilization, demobilization, and cleanup may be considered as appropriate entries when they represent actual progress upon which the Contracting Officer may make a decision regarding approval or disapproval of the contractor's payment estimates.

H-512. CLEAN-UP OF AREA

Contractor generated debris and rubbish shall be cleaned, collected in one area and removed from the Government Property at the end of each workday. (See Section I, Clause No. I-455)

H-513. INTERRUPTION OF UTILITY SERVICES

The Government may not be held responsible for interruptions of utility service and will not be liable for contractor delays, damages, or increased costs occasioned by any such interruption of service.

H-514. AVAILABILITY AND USE OF UTILITY SERVICE

The Government will furnish a reasonable amount of electricity and water to the Contractor in accordance with Section I, Clause No. I-458, entitled "Availability and Use of Utility Services".

H-516. DEWATERING PERMIT

The contractor is required to comply with currents applicable permits, state regulations, and requirements for any dewatering operations. Specifically, the contractor is required to comply with Alaska Wastewater Disposal Permit No. 9440-DB002 governing dewatering activities, which is hereby incorporated by reference into this contract. In accordance with the subject permit, waste water discharged or diverted from any construction activity such as culvert placement, gravel mining, bridge construction, and building construction must comply with Alaska Water Quality Standards as well as the limitations in Permit No. 9440-DB002. In addition, the contractor is required to notify the State of Alaska at least two weeks before discharging any water from the construction site when the total volume of water to be discharged or moved exceeds 500,000 gallons. This notification must meet the requirements of Appendix A, Section I of Permit 9440-DB002. Nothing in this section relieves the contractor of its obligation under the Federal Acquisition Regulation Permits and Responsibilities Clause to comply with all applicable environmental standards and laws.

H-517. FINAL INSPECTION

Final Inspection will be conducted during the period of Monday through Friday between 0800 hours and 1600 hours. The Contractor must notify the Contracting Officer in writing a minimum of five (5) calendar days prior to delivery order completion date. Final Inspection falling due on weekends, legal holidays, and 354th Wing down days will be postponed to the following workday.

**H-519. TELECOMMUNICATIONS MONITORING AND ASSESSMENT PROGRAM (TMAP)
(IAW AFI 33-219)**

All communications within DOD organizations are subject to TMAP review. Contractor personnel will be aware that telecommunications networks are continually subject to intercept by unfriendly intelligence organizations. The DOD has authorized the military departments to conduct COMSEC monitoring and recording of telephone calls originating or terminating at DOD organizations. Therefore, civilian contractor personnel are advised that anytime they place a call to or receive a call from a USAF organization, they are subject to TMAP procedures. The Contractor will assume the responsibility for ensuring wide and frequent dissemination of the above information to all employees dealing with official DOD information.

H-527.**HAZARDOUS MATERIAL REPORTING**

The contractor shall submit an initial Hazardous Material Report within 10 calendar days after award, to the Base Contracting Office. Hazardous material is defined as any material that require a Material Safety Data Sheet (MSDS) in accordance with 29 CFR 1910.1200 and Federal Standard 313c, paragraph 3.3. This initial Hazardous Material Report will be reviewed and annotated by the Base Bioenvironmental Office to identify which hazardous materials shall be tracked and reported by the contractor in a Hazardous Material Usage Report, discussed later. The initial Hazardous Material Report will be returned to the contractor within 30 calendar days after submission. The initial Hazardous Material Report shall include the following information and follow the format indicated below:

Hazardous Material Product Name, MSDS Serial #, Estimated quantity that will be stored and used on Eielson AFB in direct support of contract performance for the calendar year.

The contractor shall submit an annual Hazardous Material Usage Report for hazardous material used in direct support of contract performance at Eielson AFB. The report shall show the maximum quantity of hazardous material stored on Eielson AFB, the quantity used on Eielson AFB, and the quantity removed from Eielson AFB. This report is due to the Base Contracting Office within 20 calendar days after completion of the contract or within 20 calendar days after 31 December of each calendar year, whichever comes first. The annual Hazardous Material Report shall include the following information and follow the format indicated below:

Hazardous Material Product Name, MSDS Serial #, the Total Quantity of the hazardous material that was stored on Eielson AFB during the calendar year, Total Quantity used on Eielson AFB during the calendar year, and the Total Removed from Eielson AFB at the completion of subject contract.

H-528.**PRO-NET PROGRAM**

All contractors are requested to utilize the PRO-NET program to assist them in obtaining resources to meet their contractual requirements. PRO-NET is an electronic gateway of procurement information – for and about small businesses. It is a search engine for Contracting Officers, a marketing tool for small firms and a “link” to procurement opportunities and important information. It is designed to be a “virtual” one-stop-procurement-shop. PRO-NET is an Internet based database of information on small, disadvantaged, 8(a) and women-owned businesses. It is free to federal and state Government agency as well as prime and other contractors seeking small business contractors, subcontractors and/or partnership opportunities. As an electronic gateway, PRO-NET provides access and is linked to the Commerce Business Daily (CBD), federal and state agency home pages and other sources of procurement opportunities.

The SBA home page address is: <http://www.sba.gov>

The PRO-NET address is: <http://pronet.sba.gov>

H-532.**INVESTIGATION OF DAMAGE OR INJURY:**

The United States Government will have the right to conduct an investigation, or participate in the Contractor's investigation, of any damage or injury to United States Government property, equipment or personnel.

H-533.**DELAYS IN ENTERING AND LEAVING WORK AREA:**

There may be work located in a restricted or controlled area. The Contractor may therefore experience delays due to compliance with entrance/ exit requirements of restricted/controlled areas. Also, due to the nature of restricted areas, the Contractor may be requested to leave the restricted area at any given time.

H-535.**CONTRACTOR RESPONSIBILITY:**

Contractors operating on base shall be responsible for briefing and ensuring their employees adhere to the traffic rules and regulations. The foreman, job supervisor and other personnel providing workman leadership will, when

possible, ensure the workers comply with these rules and regulations. Speed limit on base is 25 MPH unless otherwise posted. The speed limit in base housing areas is 15 MPH and the speed limit in parking lots is 5 MPH. The school zone speed limit is 5 MPH. Individuals are to obey all entry procedures. If instructions are given by the Security Forces personnel on the entry points (gates), they will be complied with immediately. Security Forces utilize speed detection devices and citations will be issued to violators. Personnel who park on grass or seeded areas will be cited.

H-537. CONSTRUCTION EQUIPMENT:

Equipment and vehicles to be used on base shall be safe and in good operating condition. The Contracting Officer, or authorized representative, reserves the right to inspect any on-base equipment and reject such equipment if he/she considers it unsafe, in poor operating condition, or inappropriate for work. Contractor must notify the Contracting Officer of any Contractor equipment that is broken down on Eielson AFB roads. Every effort should be made to move broken down equipment to the nearest parking lot before leaving it.

H-538 GOVERNMENT LIABILITY:

The Government shall not be liable for any loss or damage to the Contractor's property, including stock, or for expense incidental to such loss or damage.

PART II – CONTRACT CLAUSES
SECTION I
CONTRACT CLAUSES

52.252-2 **CLAUSES INCORPORATED BY REFERENCE** **FEB 1998**
(IAW FAR 52.107(b))

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these web site addresses: www.farsite.hill.af.mil and www.arnet.gov/Library/.

<u>NO</u>	<u>FAR PARA</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
I-11	52.202-1	DEFINITIONS (IAW FAR 2.201)	MAR 2001
I-12	52.202-1	ALTERNATE I (IAW FAR 2.201)	MAY 2001
I-19	52.203-3	GRATUITIES (IAW FAR 3.202)	APR 1984
I-20	52.203-5	COVENANT AGAINST CONTINGENT FEES (IAW FAR 3.404)	APR 1984
I-21	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (IAW FAR 3.503-2)	JUL 1995
I-22	52.203-7	ANTI-KICKBACK PROCEDURES (IAW FAR 3.502-3)	JUL 1995
I-23	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (IAW FAR 3.104-9(a))	JAN 1997
I-25	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (IAW FAR 3.104-9(b))	JAN 1997
I-25C	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (IAW FAR 3.808(b))	JUN 1997
I-39	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (IAW FAR 4.303)	AUG 2000
I-78	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (IAW FAR 9.409(b))	JUL 1995
I-100	52.211-10	COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (IAW FAR 11.404(b))	APR 1984

For the purposes of this clause the blank(s) are completed as follows:
(a) within Each Task Order will constitute the Notice to Proceed days
(c) not later than as specified on each Task Order

I-128	52.215-2	AUDIT AND RECORDS-NEGOTIATIONS (IAW FAR 15.209(b))	JUN 1999
--------------	-----------------	--	-----------------

I-170	52.216-18	ORDERING (IAW FAR 16.506(b))	OCT 1995
--------------	------------------	--	-----------------

For the purposes of this clause the blank(s) are completed as follows:

- (a) issued, from 1 Sep 01 to 31 Aug 02
- 1st Option Period, from 1 Sep 02 to 31 Aug 03
- 2nd Option Period, from 1 Sep 03 to 31 Aug 04
- 3rd Option Period, from 1 Sep 04 to 31 Aug 05
- 4th Option Period, from 1 Sep 05 to 31 Aug 06

I-171	52.216-19	ORDER LIMITATIONS (IAW FAR 16.506(b))	OCT 1995
--------------	------------------	---	-----------------

For the purposes of this clause the blank(s) are completed as follows:

- (a) \$5,000.00
- (b)(1) \$2,000,000.00
- (b)(2) \$2,000,000.00
- (b)(3) 15 days
- (d) 5 days

I-178	52.216-22	INDEFINITE QUANTITY (IAW FAR 16.506(e))	OCT 1995
--------------	------------------	---	-----------------

For the purposes of this clause the blank(s) are completed as follows:

- (d) See Bid schedule

I-194	52.217-8	OPTION TO EXTEND SERVICES (IAW FAR 17.208(f))	NOV 1999
--------------	-----------------	---	-----------------

For the purposes of this clause the blank is completed as follows:

30 calendar days

I-195	52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT (IAW FAR 17.208(g))	MAR 2000
--------------	-----------------	---	-----------------

- (a) The Government may extend the term of this contract by written notice to the Contractor within 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 MONTHS.

I-214	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (IAW FAR 19.708(a))	OCT 2000
--------------	-----------------	--	-----------------

I-216	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (IAW FAR 19.708(b))	OCT 2000
--------------	-----------------	--	-----------------

I-216C	52.219-9	ALTERNATE II (IAW FAR 19.708(b)(1))	OCT 2000
I-223	52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (IAW FAR 19.708(b)(2))	JAN 1999
I-245	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (IAW FA 22.103-5(a))	FEB 1997
I-247	52.222-3	CONVICT LABOR (IAW FAR 22.202)	AUG 1996
I-248	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION (IAW FAR 22.305)	SEP 2000
I-250	52.222-6	DAVIS-BACON ACT (IAW FAR 22.407(a))	FEB 1995
I-251	52.222-7	WITHHOLDING OF FUNDS (IAW FAR 22.407(a))	FEB 1988
I-252	52.222-8	PAYROLLS AND BASIC RECORDS (IAW FAR 22.407(a))	FEB 1988
I-253	52.222-9	APPRENTICES AND TRAINEES (IAW FAR 22.407(a))	FEB 1988
I-254	52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS (IAW FAR 22.407(a))	FEB 1988
I-255	52.222-11	SUBCONTRACTS (LABOR STANDARDS) (IAW FAR 22.407(a))	FEB 1988
I-256	52.222-12	CONTRACT TERMINATION-DEBARMENT (IAW FAR 22.407(a))	FEB 1988
I-257	52.222-13	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (IAW FAR 22.407(a))	FEB 1988
I-258	52.222-14	DISPUTES CONCERNING LABOR STANDARDS (IAW FAR 22.407(a))	FEB 1988
I-259	52.222-15	CERTIFICATION OF ELIGIBILITY (IAW FAR 22.407(a))	FEB 1988
I-263E	52.222-21	PROHIBITION OF SEGREGATED FACILITIES (IAW FAR 22.810(a)(1))	FEB 1999
I-264	52.222-26	EQUAL OPPORTUNITY (IAW FAR 22.810(e))	FEB 1999

I-266	52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (IAW FAR 22.810(f))	FEB 1999
I-274	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (IAW FAR 22.1308(a)(1))	APR 1998
I-276	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (IAW FAR 22.1408(a))	JUN 1998
I-293	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (IAW FAR 23.303)	JAN 1997
<u>(b) Complete Attachment JA10</u>			
I-294	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (IAW FAR 23.1005)	APR 1998
I-295	52.223-6	DRUG-FREE WORKPLACE (IAW FAR 23.505)	MAR 2001
I-297E	52.223-14	TOXIC CHEMICAL RELEASE REPORTING (IAW 23.907(b))	OCT 2000
I-312CCD	52.225-11	BUY AMERICAN ACT-BALANCE OF PAYMENTS PROGRAM-CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (IAW FAR 25.1102(c))	FEB 2000

(a) *Definitions.* As used in this clause--

"Component" means any article, material, or supply incorporated directly into construction materials.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

"Designated country" means any of the following countries: Aruba, Austria, Bangladesh, Belgium, Benin, Bhutan, Botswana, Burkina Faso, Burundi, Canada, Cape Verde, Central African Republic, Chad, Comoros, Denmark, Djibouti, Equatorial Guinea, Finland, France, Gambia, Germany, Greece, Guinea, Guinea-Bissau, Haiti, Hong Kong, Ireland, Israel, Italy, Japan, Kiribati, Korea-Republic of, Lesotho, Liechtenstein, Luxembourg, Malawi, Maldives, Mali, Mozambique, Nepal, Netherlands, Niger, Norway, Portugal, Rwanda, Sao Tome and Principe, Sierra Leone, Singapore, Somalia, Spain, Sweden, Switzerland, Tanzania U.R., Togo, Tuvalu, Uganda, United Kingdom, Vanuatu, Western Samoa, Yemen.

"Designated country construction material " means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a designated country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different construction material distinct from the materials from which it was transformed.

"Domestic construction material" means--

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

"Foreign construction material" means a construction material other than a domestic construction material.

"North American Free Trade Agreement country" means Canada or Mexico.

"North American Free Trade Agreement country construction material" means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a North American Free Trade Agreement (NAFTA) country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a NAFTA country into a new and different construction material distinct from the materials from which it was transformed.

"United States" means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) *Construction materials.*

(1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) and the Balance of Payments Program by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the Trade Agreements Act and the North American Free Trade Agreement (NAFTA) apply to this acquisition. Therefore, the Buy American Act and Balance of Payments Program restrictions are waived for designated country and NAFTA country construction materials.

(2) The Contractor shall use only domestic, designated country, or NAFTA country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows: _____ *Contracting Officer to list applicable excepted materials or indicate "none"*

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that--

- (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent. For determination of unreasonable cost under the Balance of Payments Program, the Contracting Officer will use a factor of 50 percent;
- (ii) The application of the restriction of the Buy American Act or Balance of Payments Program to a particular construction material would be impracticable or inconsistent with the public interest; or
- (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) *Request for determination of inapplicability of the Buy American Act or Balance of Payments Program.*

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

- (A) A description of the foreign and domestic construction materials;
- (B) Unit of measure;
- (C) Quantity;
- (D) Price;
- (E) Time of delivery or availability;
- (F) Location of the construction project;
- (G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act or Balance of Payments Program applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act or Balance of Payments Program applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.

(d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) *
Item 1			
Foreign construction material			
Domestic construction material			
Item 2			
Foreign construction material			
Domestic construction material			

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

I-312	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (IAW FAR 25.1103(a))	JUL 2000
I-315	52.227-1	AUTHORIZATION AND CONSENT (IAW FAR 27.201-2(a))	JUL 1995
I-317	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENTS (IAW FAR 27.202-2)	AUG 1996
I-321	52.227-4	PATENT INDEMNITY-CONSTRUCTION CONTRACTS (IAW FAR 27.203-5)	APR 1984
I-333	52.228-1	BID GUARANTEE (IAW FAR 28.101-2)	SEP 1996

For the purposes of this clause the blanks are completed as follows: \$20,000

I-334	52.228-2	ADDITIONAL BOND SECURITY (IAW FAR 28.106-4(a))	OCT 1997
I-337	52.228-5	INSURANCE-WORK ON A GOVERNMENT INSTALLATION (IAW FAR 28.310)	JAN 1997
I-345	52.228-11	PLEDGES OF ASSETS (IAW FAR 28.203-6)	FEB 1992
I-346	52.228-12	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (IAW FAR 28.106-4(b))	OCT 1995
I-348	52.228-14	IRREVOCABLE LETTER OF CREDIT (IAW FAR 28.204-4)	DEC 1999
I-348H	52.228-15	PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION (IAW FAR 28.102-3(a))	JUL 2000
I-352	52.229-3	FEDERAL, STATE, AND LOCAL TAXES (IAW FAR 29.401-3)	JAN 1991
I-354	52.229-5	TAXES-CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (IAW FAR 29.401-5)	APR 1984
I-387	52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (IAW FAR 32.111(a)(5))	MAY 1997
I-403	52.232-17	INTEREST (IAW FAR 32.617(a), and 32.617(b))	JUN 1996
I-409	52.232-23	ASSIGNMENT OF CLAIMS (IAW FAR 32.806(a)(1))	JAN 1986
I-415	52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (IAW FAR 32.908(b))	MAR 2001
I-416F	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER-- CENTRAL CONTRACTOR REGISTRATION (IAW FAR 32-1110(a)(1))	MAY 1999
I-417	52.233-1	DISPUTES (IAW FAR 33.215)	DEC 1998
I-419	52.233-3	PROTEST AFTER AWARD (IAW FAR 33.106(b))	AUG 1996
I-444	52.236-1	PERFORMANCE OF WORK BY THE CONTRACTOR (IAW FAR 36.501(b))	APR 1984
For the purposes of this clause the blank(s) are completed as follows : <u>fifty (50)%</u>			
I-445	52.236-2	DIFFERING SITE CONDITIONS (IAW FAR 36.502)	APR 1984

I-446	52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (IAW FAR 36.503)	APR 1984
I-447	52.236-4	PHYSICAL DATA (IAW FAR 36.504)	APR 1984
Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.			
(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by <i>_None_</i> .			
(b) Weather conditions <i>_See Attachment JA3_</i> .			
(c) Transportation facilities <i>_None_</i> .			
(d) <i>_None_</i> .			
I-448	52.236-5	MATERIAL AND WORKMANSHIP (IAW FAR 36.505)	APR 1984
I-449	52.236-6	SUPERINTENDENCE BY THE CONTRACTOR (IAW FAR 36.506)	APR 1984
I-450	52.236-7	PERMITS AND RESPONSIBILITIES (IAW FAR 36.507)	NOV 1991
I-451	52.236-8	OTHER CONTRACTS (IAW FAR 36.508)	APR 1984
I-452	52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (IAW FAR 36.509)	APR 1984
I-453	52.236-10	OPERATIONS AND STORAGE AREAS (IAW FAR 36.510)	APR 1984
I-454	52.236-11	USE AND POSSESSION PRIOR TO COMPLETION (IAW FAR 36.511)	APR 1984
I-455	52.236-12	CLEANING UP (IAW FAR 36.512)	APR 1984
I-456	52.236-13	ACCIDENT PREVENTION (IAW FAR 36.513)	NOV 1991
I-458	52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES (IAW FAR 36.514)	APR 1984
I-459	52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS (IAW FAR 36.515)	APR 1984
I-462	52.236-17	LAYOUT OF WORK (IAW FAR 36.517)	APR 1984
I-466	52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (IAW FAR 36.521)	FEB 1997

I-467	52.236-21	ALTERNATE II (IAW FAR 36.521(b))	APR 1984
For the purposes of this clause the blank(s) is/are completed as follows: (g) <u>THREE (3)</u>			
I-473	52.236-26	PRECONSTRUCTION CONFERENCE (IAW FAR 36.522)	FEB 1995
I-541	52.242-13	BANKRUPTCY (IAW FAR 42.903)	JUL 1995
I-542	52.242-14	SUSPENSION OF WORK (IAW FAR 43.1305(a))	APR 1984
I-559	52.243-4	CHANGES (IAW FAR 43.205(d))	AUG 1987
I-574	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (IAW FAR 44.403)	MAR 2001

(a) Definitions.

"Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions .

"Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

- (1) 52.222-26, Equal Opportunity (E.O.11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C.4212(a));
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C.793); and
- (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C.1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I-624	52.246-21	WARRANTY OF CONSTRUCTION (IAW FAR 46.710(e)(1))	MAR 1994
I-676	52.248-3	VALUE ENGINEERING-CONSTRUCTION (IAW FAR 48.202)	FEB 2000
I-684	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (IAW FAR 49.502(b)(1)(i))	SEP 1996

I-685	52.249-2	ALTERNATE I (IAW FAR 49.502(b)(1)(ii))	SEP 1996
--------------	-----------------	--	-----------------

I-702	52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION) (IAW FAR 49.504(c)(1))	APR 1984
--------------	------------------	---	-----------------

I-732	52.252-4	ALTERATIONS IN CONTRACT (IAW FAR 52.107(d))	APR 1984
--------------	-----------------	---	-----------------

Portions of this contract are altered as follows:

NONE

I-733	52.252-6	AUTHORIZED DEVIATIONS IN CLAUSES (IAW FAR 52.107(f))	APR 1984
--------------	-----------------	--	-----------------

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

I-750	52.253-1	COMPUTER GENERATED FORMS (IAW FAR 53.111)	JAN 1991
--------------	-----------------	---	-----------------

IA-10	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE (IAW DFARS 201.602-70)	DEC 1991
--------------	---------------------	---	-----------------

IA-22	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (IAW DFARS 203.570-5)	MAR 1999
--------------	---------------------	--	-----------------

IA-24	252.203-7002	DISPLAY OF DoD HOTLINE POSTER (IAW DFARS 203.7002)	DEC 1991
--------------	---------------------	--	-----------------

IA-33	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (IAW DFARS 204.404-70(b))	APR 1992
--------------	---------------------	--	-----------------

IA-34	252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION (IAW DFARS 204.7304)	MAR 2000
--------------	---------------------	---	-----------------

IA-40	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (IAW DFARS 205.470-2)	DEC 1991
--------------	---------------------	---	-----------------

IA-90	252. 209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (IAW DFARS 209.103-70)	NOV 1995
--------------	----------------------	---	-----------------

IA-90A	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (IAW DFARS 209.104-70(a))	MAR 1998
---------------	---------------------	---	-----------------

IA-90D	252.209-7003	COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS (IAW DFARS 209.104-70(c))	MAR 1998
IA-92	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (IAW DFARS 209.409)	MAR 1998
IA-260	252.222-7000	RESTRICTIONS ON EMPLOYMENT OF PERSONNEL (IAW DFARS 222.7004)	MAR 2000

(a) The Contractor shall employ, for the purpose of performing that portion of the contract work in _ **ALASKA**_, individuals who are residents thereof and who, in the case of any craft or trade, possess or would be able to acquire promptly the necessary skills to perform the contract.

(b) The Contractor shall insert the substance of this clause, including this paragraph (b), in each subcontract awarded under this contract.

IA-269	252.223-7001	HAZARD WARNING LABELS (IAW DFARS 223.303)	DEC 1991
---------------	---------------------	---	-----------------

For the purposes of this clause, the offeror shall complete the following:
MATERIAL (If None, Insert "None") ACT

IA-282	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (IAW DFARS 223.7103(a))	APR 1993
IA-293	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (IAW DFARS 225.7002-3(a))	AUG 2000
IA-312H	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL (IAW DFARS 225.770-5)	JUN 1992
IA-350	252.227-7033	RIGHTS IN SHOP DRAWINGS (IAW DFARS 227.7107-1(c))	APR 1966
IA-462	252.236-7000	MODIFICATION PROPOSALS – PRICE BREAKDOWN (IAW DFARS 236.570(a))	DEC 1991
IA-463	252.236-7001	CONTRACT DRAWINGS, AND SPECIFICATIONS (IAW DFARS 236.570(a))	AUG 2000
IA-474	252.236-7005	AIRFIELD SAFETY PRECAUTIONS (IAW DFARS 236.570(b)(3))	DEC 1991
IA-632	252.242-7000	POSTAWARD CONFERENCE (IAW DFARS 242.570)	DEC 1991
IA-635	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (IAW DFARS 242.7204)	DEC 2000

IA-646	252.243-7000	ENGINEERING CHANGE PROPOSALS (IAW DFARS 243.205-70)	SEP 1999
IA-648	252.243-7001	PRICING OF CONTRACT MODIFICATIONS (IAW DFARS 243.205-71)	DEC 1991
IA-649	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT (IAW DFARS 243.205-72)	MAR 1998
IA-655	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (IAW DFARS 244.403)	MAR 2000
IA-745	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA (IAW DFARS 247.573(b)(1))	MAR 2000
IA-746	252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (IAW DFARS 247.573(c))	MAR 2000
IB-320	5352.223-9000	ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) (IAW AFFARS 5323.890-7)	MAY 1996

For the purposes of this clause the blank(s) is/are completed as follows:

	SUBSTANCE	APPLICATION/USE	QUANTITY (LBS)
	*	*	*NONE
IB-343	5352.242-9000	CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (IAW AFFARS 5342.490-1)	MAY 1996

(a) The contractor shall obtain base identification and vehicle passes for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.

(b) The contractor shall submit a written request on company letterhead to the Contracting Officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The Contracting Officer will endorse the request and forward it to the issuing base pass and registration office or security police for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate, to obtain a vehicle pass.

(c) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.

(d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with AFI 31-210, the Air Force Antiterrorism/Force Protection (AT/FP) Program Standards, and AFI 31-501, Personnel Security Program Management, as applicable.

(e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.

(f) Prior to submitting an invoice for final payment, the prime contractor shall obtain a clearance certification from the issuing office which states all base identification passes have been turned in, accounted for, or transferred to a follow-on contract. This certification shall be submitted to the Contracting Officer prior to submission of the final invoice for payment.

(g) Failure to comply with these requirements may result in withholding of final payment.

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**SECTION J****LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

(ALL LISTED ATTACHMENTS ARE AT THE END OF THIS DOCUMENT)

<u>FORM NR</u>	<u>TITLE</u>	<u>NUMBER OF PAGES</u>	<u>DATE</u>
JA1.	TECHNICAL SPECIFICATIONS/ GENERAL	177	N/A
JA2	HOT MIX ASPHALT SPECIFICATIONS	28	April 2001
JA3.	WEATHER DATA SHEET	1	11 Jun 01
JA4.	SCHEDULE OF WAGE RATES (AK010006 Modification #1)	7	20 Apr 01
JA5.	TECHNICAL DETAILS	21	N/A
JA6.	NOT USED		
JA7.	PAST PERFORMANCE/EXPERIENCE QUESTIONNAIRE	4	N/A
JA8.	NOT USED		
JA9.	FINANCIAL REFERENCE SHEET	1	N/A
JA10.	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	1	N/A
JA11.	WASTE DISPOSAL BORROW PIT PLAN	15	N/A
JA12.	SCHEDULE OF MATERIAL SUBMITTALS, AF 66 SUBMITTALS FOR MAIN CONTRACT	1	N/A
JA13.	SCHEDULE OF MATERIAL SUBMITTALS, BLANKET SUBMITTALS FOR EACH TASK ORDER	1	N/A

JA7 and JA9 will not be part of the resultant contract. They will be physically removed from the award document.

PART IV – REPRESENTATIONS AND INSTRUCTIONS
SECTION K

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

K-1	52.203-2	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION	APR 1985
		(IAW FAR 3.103-1)	

- (a) The offeror certifies that-
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
 - (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory-
- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 - (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
 - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with Its offer a signed statement setting forth in detail the circumstances of the disclosure.

K-4C	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR 1991
		(IAW FAR 3.808(a))	DEVIATION

K-10C	52.204-3	TAXPAYER IDENTIFICATION	OCT 1998
		(IAW FAR 4.904)	

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the Internal Revenue Services (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
- (d) Taxpayer Identification Number (TIN).

- ☐ TIN: _____
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the Federal Government.
- ☐ Other. State basis _____

- (e) *Type of organization..*

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign Government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____

- (f) *Common parent.*

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision
- ☐ Name and TIN of common parent:
- Name: _____
- TIN: _____

K-10D 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)
(IAW FAR 4.603(b))

MAY 1999

- (a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its

stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

- (b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation. The offeror represents that it ☐ is, ☐ is not a women-owned business concern.]

K-17C 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED APR 2001
DEBARMENT, AND OTHER RESPONSIBILITY MATTERS
 (IAW FAR 9.409(a))

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are * are not * presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 and

(D) Have * have not * within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for : commission of fraud or a criminal offense in conjunction with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and

(E) Are * are not * presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.

(iii) The Offeror has* has not*, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "*Principals*," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K-75C 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS MAY 2001
 (IAW FAR 19.307(a)(1))

(a)

- (1) The North American Industry Classification System (NAICS) code for this acquisition is **234110**.
- (2) The small business size standard is **\$27.5 million**.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

- (1) The offeror represents as part of its offer that it * is, * is not a small business concern.
- (2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it * is, * is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it * is, * is not a women-owned small business concern.
- (4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it * is, * is not a veteran-owned small business concern.
- (5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it * is, * is not a service-disabled veteran-owned small business concern.

(c) *Definitions.* As used in this provision--*"Service-disabled veteran-owned small business concern"--*

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --
 - (i) Be punished by imposition of fine, imprisonment, or both ;

- (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.
- (End of Provision)

K-75CD 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS OCT 2000
ALTERNATE I
 (IAW FAR 19.307(a)(2))

(6) [Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision]. The offeror represents, as part of its offer, that--

- (i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and
- (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture] _____. Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

K-75CE 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS OCT 2000
ALTERNATE II
 (IAW FAR 19.307(a)(3))

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

- ☐ Black American.
- ☐ Hispanic American.
- ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- ☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ☐ Individual/concern, other than one of the preceding.

K-79C 52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL OCT 2000
BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM
 (IAW FAR 19.1007(a))

- (a) Definition. "Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.
- (b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror ☐ is, ☐ is not an emerging small business.
- (c) [Complete only if the Offeror is a small business or an emerging small business, indicating its size range.] Offeror's number of employees for the past 12 months [check this column if size standard stated in solicitation is expressed in terms of number of employees] or Offeror's average annual gross revenue for the last 3 fiscal years [check this column if size standard stated in solicitation is expressed in terms of annual receipts]. [Check one of the following.]

No. of Employees Avg. Annual Gross Revenues

- | | |
|---------------------------------------|---|
| <input type="checkbox"/> 50 or fewer | <input type="checkbox"/> \$1 million or less |
| <input type="checkbox"/> 51 – 100 | <input type="checkbox"/> \$1,000,001 -- \$2 million |
| <input type="checkbox"/> 101 -- 250 | <input type="checkbox"/> \$2,000,001 -- \$3.5 million |
| <input type="checkbox"/> 251 – 500 | <input type="checkbox"/> \$3,500,001 -- \$5 million |
| <input type="checkbox"/> 501 -- 750 | <input type="checkbox"/> \$5,000,001 -- \$10 million |
| <input type="checkbox"/> 751 -- 1,000 | <input type="checkbox"/> \$10,000,001 -- \$17 million |
| <input type="checkbox"/> Over 1,000 | <input type="checkbox"/> Over \$17 million |

K-92	52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS	FEB 1999
		(IAW FAR 22.810(a)(2))	

The offeror represents that-

- (a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;
- (b) It ☐ has, ☐ has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K-96	52.223-4	RECOVERED MATERIAL CERTIFICATION	OCT 1997
		(IAW FAR 23.406)	

K-99	52.223-13	CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING	OCT 2000
		(IAW FAR 23.907(a))	

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

By signing this offer, the offeror certifies that – (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

- ☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c)
- ☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- ☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- ☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or
- ☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K-210	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (IAW DFARS 209.104-70(a))	MAR 1998
K-213	252.209-7003	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (IAW DFARS 209.104-70(c))	MAR 1998
K-280	252.247-7022	REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (IAW DFARS 247.573(a))	AUG 1992

- (a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.
- (b) **Representation.**
The Offeror represents that it--
- ☐ **Does** anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
- ☐ **Does not** anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
- (c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

PART IV – REPRESENTATIONS AND INSTRUCTIONS
SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB 1998
(IAW FAR 52.107(a))

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): and www.farsite.hill.af.mil.

L-1H 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER JUN 1999
(IAW FAR 4.603(a))

NOTE: For the purpose of this provision the following information is provided : To obtain a DUNS number, call Dun and Bradstreet at 1-800-333-0505.

L-30J 52.215-1 INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION MAR 2001
(IAW FAR 15.209(a))

L-65C 52.216-1 TYPE OF CONTRACT APR 1984
(IAW FAR 16.105)

For the purpose of this provision the blank(s) are completed as follows:
Firm Fixed Price, Indefinite Delivery/Indefinite Quantity

L-90 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE FEB 1999
EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION
(IAW FAR 22.810(b))

For the purposes of this provision the blank(s) are completed as follows:

(b)	Goals for minority participation for each trade	Goals for female participation for each trade
	<u>15.1%</u>	<u>6.9%</u>

(c) "Covered area" is Alaska

L-100ED 52.225-12 NOTICE OF BUY AMERICAN ACT/BALANCE OF PAYMENT PROGRAM FEB 2000
REQUIREMENT-CONSTRUCTION MATERIALS UNDER TRADE
AGREEMENT
(IAW FAR 25.1102(d)(i))

L-120 52.233-2 SERVICE OF PROTEST AUG 1996
(IAW FAR 33.106(a))

(a)Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSCBA), shall be served on the Contracting Officer (addressed as

follows) by obtaining written and dated acknowledgment of receipt from **SCOTT D. MENZER, 354 CONS/LGCA, 3112 BROADWAY AVE UNIT 5B, EIELSON AFB, AK 99702-1887.**

(b) The copy of any protest shall be received in the office designated above on the same day a protest is filed with GSBGA or within one day of filing a protest with the GAO.

L-123K DISCLOSURE OF THE MAGNITUDE OF CONSTRUCTION PROJECTS
(IAW FAR 36.204)

The estimated amount of the project:

Between \$10,000,000 and \$25,000,000 for the base year and four option years combined.

L-124C 52.236-27 SITE VISIT (CONSTRUCTION) (ALTERNATE I) FEB 1995
(IAW FAR 36.523)

(a) The clause at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, Offerors or Quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized **site visit** has been scheduled for **2 Jul 01 at 10:00 AM, Local Time.**

(c) Participants will meet at 354 CONS/LGCA
Building 3112, room M-9
Eielson AFB, AK

L-124F 52.236-28 PREPARATION OF PROPOSALS – CONSTRUCTION OCT 1997
(IAW FAR 36.520)

L-140 52.252-3 ALTERATION IN SOLICITATION APR 1984
(IAW FAR 52.107(c))

Portions of this solicitation are altered as follows:

NONE

L-141 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS APR 1984
(IAW FAR 52.107(e))

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "*(Deviation)*" after the date of the provision.

(b) The use in this solicitation of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "*(Deviation)*" after the name of the regulation.

L-265. 252.236.7006 COST LIMITATIONS JAN 1997
(IAW DFAR 236.570(b)(4))

L-900. EXPERIENCE AND PAST PERFORMANCE INFORMATION:

Each offeror shall submit the following information:

(a) A list of all contracts and subcontracts completed during the past (3) years or currently in progress. Contracts listed may include those entered into with federal, state and local governmental agencies, as well as contracts with

commercial entities. Include the following information with each contract/subcontract: (**Note: offerors are discouraged from submitting elaborate brochures or other presentations with their offer**).

- (1) Name of contracting activity
- (2) Contract identification number
- (3) Type of contract (such as firm fixed price, cost reimbursement, requirements, etc.)
- (4) Total contract value
- (5) Description of the work performed, including the number of project and type of work project consists of; i.e., electrical projects, mechanical projects, etc.
- (6) Contracting Officer name and phone number
- (7) Program Manager and phone number
- (8) Administrative Contracting Officer and phone number (if different from #6 above)

(b) The offeror **shall** provide information on problems encountered on the contract and subcontracts identified and corrective actions taken. Provide a brief description of any pending disputes or claims. Be specific in identifying a problem and describing its resolution. This information is required as the government may award without discussions. Failure to provide a conclusive list of all past performance to include ALL information listed in (a)(1-8) and experience within the last (3) years will result in a neutral evaluation rating.

(c) The offeror **shall** submit evidence that verifies receipt of any awards, commendations, or certifications which reflects the quality of workmanship and service provided. The government reserves the right to utilize their own resources of information for past performance and experience.

(d) Information provided will be used to evaluate the offeror's experience and past performance in accordance with Section M of this solicitation. The government will focus on experience and quality of past performance relative to the procurement under consideration.

L-901.

**EXPEDITED PROCEDURES FOR PAST PERFORMANCE
AND EXPERIENCE EVALUATIONS:**

In an effort to expedite evaluations of past performance and experience of the offerors, the offeror is **highly encouraged** to forward a copy of the attached questionnaire **"Past Performance Contractor Evaluation Questionnaire (PPCE)" (JA7)** to all references provided in their Past Performance Reference Worksheet (**SEE L-900**) as early as possible. The references in turn will fill out the PPCE and return directly to the contractor (faxed copies will be accepted). The contractor will include the above referenced PPCE's to this office as part of their proposal package. The ratings of offerors electing not to use this expedited procedure will not be effected nor will the ratings of those who choose to use it. It is merely a method to expedite evaluations and make an award determination as quickly as possible.

PART IV REPRESENTATIONS AND INSTRUCTIONS
SECTION M
EVALUATION FACTORS FOR AWARD

M-16C.

EVALUATION CRITERIA:

1. The award will be made to responsible offeror whose proposal is responsive, and offers the best value to the government. Best value will be determined based on an integrated assessment of each proposal in terms of past performance, experience and price.. Therefore, subjective judgment by the government is implicit in the evaluation process. **Past performance is of equal importance to experience, but when combined, these factors are significantly more important than price.** However, if an offeror does not have relevant past performance history, the offeror may not be evaluated favorably or unfavorably on past performance and will be given a neutral rating as detailed in this plan. In addition, award may be made to other than low priced offer and may be made without conducting discussions.
2. Subject solicitation requires offerors to provide all past performance evaluation questionnaires, to include compilation of a list, already completed by their references and specific data on all contracts performed within the last three years that are similar in scope, size, and complexity; and include the Example Project.
3. If the contractor does not provide sufficient completed questionnaires with their proposal, or if the evaluation team determines additional information is required, the government may attempt to contact other customers known to the government, consumer protection organizations, and any other sources that may have useful and/or relevant information.
4. Once all responses have been gathered, contractors will be quantitatively evaluated by team members using the following coded assessments for experience and past performance:

M-16D.

EVALUATION FACTORS:

A. Past Performance: An offeror's past performance on similar projects will be evaluated to determine the quality of work previously provided and to assess the relative capability of the offeror to effectively accomplish the requirements of this solicitation. The Government may obtain information from references provided by the offeror, customers known to the government, consumer protection organizations, and any other source that may have useful and relevant information.

PAST PERFORMANCE: (Adjective Rating)

RATING	DEFINITION	STANDARD
Outstanding	Definitely exceeds requirements. Entirely favorable past performance	A significant majority of the sources of information are consistently firm in stating that the offeror's performance was superior and that they would unhesitatingly do business with the offeror again. Complaints are negligible or unfounded. The offeror has no record of criminal conduct, civil fraud, or negligence, or the record is old and the offeror has demonstrated by more recent performance that corrective action has made the likelihood of such conduct in the future highly improbable
Above Average	Somewhat exceeds requirements. More favorable than unfavorable past performance.	Most sources of information state that the offeror's performance was good, better than average, etc., and that they would willingly do business with the offeror again. Complaints, though perhaps well founded, are few and relatively minor. The offeror has no record of criminal conduct, civil fraud, or negligence, or the record is old and the offeror has demonstrated by more recent performance that corrective action has

		made the likelihood of such conduct in the future highly improbable.
Neutral	No record exists or the contractor has no past performance to report.	
Satisfactory	Meets requirements. Inconclusive past performance record.	Sources of information are roughly divided over the quality of the offeror's performance. While some state that they would do business with the offeror again, others are doubtful or would not. Complaints are balanced by reports of good work. The offeror has no record of criminal conduct, civil fraud, or negligence, or the record is old.
Marginal	Barely meets requirements. More unfavorable than favorable past performance.	Many sources of information make unfavorable reports about the offeror's performance and either express serious doubts about doing business with offeror again or states that they would refuse to do so. However, there are some favorable reports, and some sources of information indicate that they would do business with the offeror again. There are many significant, serious, and well-founded complaints, but there are some reports of good performance. The offeror may have been indicted, pled guilty, or may have been found guilty on matters of criminal conduct, but issues are unresolved, relatively minor, or do not reflect a company-wide or managerial pattern of wrongdoing. The offeror may have lost civil suits for fraud or negligence, but there is no company-wide or managerial pattern of fraudulent, negligent, or criminal conduct
Unsatisfactory	Does not meet requirements. Entirely unfavorable past performance	A significant majority of sources of information are consistently firm in stating that the offeror's performance was entirely unsatisfactory and that they would not do business with the offeror again under any circumstances. Customer complaints are substantial or numerous and are well-founded. Or, although not debarred or suspended, the offeror is under indictment or has been convicted of criminal conduct, or has been found liable for fraud or negligence. The offeror either has presented no persuasive evidence of having taken appropriate corrective action that will guard against such conduct in the foreseeable future, or it appears unlikely that the corrective action will be effective.

B. Experience: An offeror's experience related to previous projects similar in scope, size, and complexity will be evaluated to assess an offeror's qualification to manage and complete the requirements of the solicitation.

EXPERIENCE: (As A Risk Factor)

RATING	DEFINITION	STANDARD
Low Risk	Little doubt exists, based on the offeror's experience, that the offeror can satisfactorily perform this kind of work.	Extensive experience in projects of similar size, scope, complexity, and performed in northern cold weather climates.
Moderate Risk	Some doubt exists, based on the offeror's experience, that the offeror can satisfactorily perform this kind of work	Limited experience in projects of similar size and scope or extensive experience as the primary subcontractor for projects similar in size and scope. Limited experience in the performance of contracts in northern cold weather climates.
High Risk	Significant doubt exists, based on the	Very little experience in projects of this kind and/or

	offeror's experience, that the offeror can satisfactorily perform this kind of work.	no experience in the performance of contracts in northern cold weather climates.
--	--	--

C. Price: For award purposes the offeror will be evaluated on the TOTAL PRICE of all CLINS contained in section B. An offeror must include prices for all line items. Failure to include all prices will exclude the offer from further consideration for award. Any offer may also be rejected if it is unreasonable as to price. Unreasonableness of price includes not only the total price, but the price of individual line items as well. The contracting officer may require an offeror to provide additional information to establish the reasonableness of any price proposed.

M-72 52.217-5 EVALUATION OF OPTIONS
(IAW FAR 17.208(c)(1))

JUL 1990